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DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

Case No. 2:17-cv-167

## COMPLAINT

**1**

## **II. PARTIES**

5. Plaintiff Moncrief was employed by Defendant Inline Electric from on or about March 2011 until on or about September 6, 2016. Plaintiff Moncrief was considered an employee within the meaning of 29 U.S.C. § 203(e).

6. Defendant Inline Electric is a corporation organized and existing under the laws of the State of Alabama and operates in Montgomery County, Alabama. Defendant Inline Electric was, and at all relevant times, the employer of Plaintiff Moncrief. Defendant Inline Electric is an employer within the meaning of 29 U.S.C. § 203(d).

## **II. STATEMENT OF FACTS**

7. Plaintiff Moncrief brings this action on behalf of himself under the FLSA.

8. Plaintiff Moncrief has worked for Defendant Inline Electric from on or about March 2011 until on or about September 6, 2016, as a non-exempt FLSA employee.

9. Plaintiff Moncrief was hired to work from 7:00 am until 5:00 pm and was compensated on an hourly basis. Plaintiff Moncrief occasionally received overtime pay for a limited amount of overtime.

10. Plaintiff Moncrief worked a minimum of six days a week. Plaintiff Moncrief did not receive compensation for many excess overtime hours he worked while he was employed at Defendant Inline Electric.

11. Between 2011 and 2016, Defendant Inline Electric failed to compensate Plaintiff Moncrief approximately \$144,049.97 in overtime pay.<sup>1</sup>

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<sup>1</sup> The sum total of the \$144,049.97 is composed of \$20,431.15 for 2011; \$19,274.32 for 2012; \$27,660.99 for 2013; \$24,701.20 for 2014; \$28,446.56 for 2015; and \$23,535.75 for 2016.

12. Pursuant to FLSA 29 U.S.C. § 207(a)(1), Defendant Inline Electric violated FLSA overtime requirements by failing to provide compensation to Plaintiff Moncrief for employment in excess of the hours above specified.

13. Upon information and belief, Defendant Inline Electric has operated under a scheme to deprive the Plaintiff Moncrief of the requisite compensation by failing to compensate Plaintiff for all excess hours worked.

14. Defendant Inline Electric failed to keep appropriate records as required by the FLSA, with respect to the Plaintiff, sufficient to determine wages, hours, and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, et seq.

15. Defendant Inline Electric withheld and refused to pay Plaintiff Moncrief his 2016 third quarter bonus in the amount of \$2,472.75.

16. Defendant Inline Electric has withheld the vested funds of Plaintiff Moncrief's Employee Stock Ownership Plan.

17. Defendant Inline Electric's conduct, as set forth in this complaint, was willful and in bad faith, and has caused significant damages to the Plaintiff.

### **III. PLAINTIFF'S CAUSES OF ACTION**

#### **COUNT ONE: VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938**

18. Plaintiff incorporates by reference the foregoing paragraphs of this complaint.

19. The foregoing conduct of the Defendant is in violation of the rights of Plaintiff Moncrief under the Fair Labor Standards Act of 1938, as amended.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Moncrief respectfully requests that this Court:

A. Enter a judgment declaring that the Defendant has willfully, intentionally and wrongfully violated its statutory obligations and deprived the Plaintiff of his entitlement under the FLSA;

B. Award the Plaintiff monetary damages in the form of overtime compensation and liquidated damages equal to his unpaid compensation and overtime compensation, plus interest;

C. Award Plaintiff his reasonable attorneys' fees, costs and expenses, to be paid by the Defendant; and

D. Grant such other relief as may be just and proper.

### **COUNT TWO: BREACH OF CONTRACT**

20. Plaintiff incorporates by reference the foregoing paragraphs of this complaint.

21. Defendant Inline Electric breached its contract with Plaintiff Moncrief when it withheld and refused to pay Plaintiff Moncrief his 2016 third quarter bonus.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Moncrief respectfully requests that this Court:

A. Enter a judgment declaring that the Defendant has willfully, intentionally and wrongfully violated its contractual obligations and deprived the Plaintiff of his entitlement;

B. Award the Plaintiff any and all compensatory damages flowing from Defendant's breach of contract;

C. Grant such other relief as may be just and proper.

### **COUNT THREE: BEACH OF THE EMPLOYEE STOCK OWNERSHIP PLAN**

22. Plaintiff incorporates by reference the foregoing paragraphs of his complaint.

23. Plaintiff Moncrief has performed all of his obligations under the Employee Stock Ownership Plan.

24. Defendant Inline Electric has breached the Employee Stock Ownership Plan.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Moncrief respectfully requests that this Court:

A. Enter a judgment declaring that the Defendant has willfully, intentionally and wrongfully violated its contractual obligations and deprived the Plaintiff of his entitlement under the Employee Stock Ownership Plan;


B. Award the Plaintiff any and all compensatory damages flowing from Defendant's breach of the Employee Stock Ownership Plan;

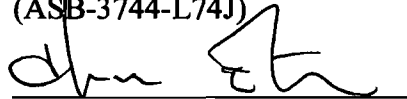
C. Grant such other relief as may be just and proper.

**IV. JURY DEMAND**

25. Plaintiff Moncrief hereby requests a jury trial on all claims.

Respectfully submitted this the 23<sup>rd</sup> day of March 2017,

  
JULIAN L. MCPHILLIPS, JR.  
(ASB-3744-L74J)

  
CHASE ESTES  
(ASB-1089-F44L)

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**NOTE FOR SERVICE**

Please serve the Defendant via certified mail at the following address:

Inline Electric Supply Company, Inc.  
c/o G. Bruce Summerville, Registered Agent  
2880 Bob Wallace Ave.  
Huntsville, AL 35805